

distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work related efforts of SWBT performed during normal working hours on a normal work day. Overtime is work related efforts of SWBT performed on a normal work day, but outside of normal working hours. Premium Time is work related efforts of SWBT performed other than on a normal work day.

2.5 Availability of Testing

The elements provided pursuant to this Agreement shall be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustment shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.6 Interference or Impairment:

2.6.1 The characteristics and methods of operation of any circuits, facilities or equipment provided by other than SWBT and associated with the facilities utilized to provide services pursuant to this Agreement shall not interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

2.6.2 MCIm shall not use any network element related to or use any of the network elements provided pursuant to this Agreement in any manner that interferes with other persons in the use of their services or network elements from SWBT, prevents other persons from using their services or network elements from SWBT, or otherwise impairs the quality of service to other carriers or to either Party's end users. **Upon such violation, SWBT shall provide MCIm notice, at the earliest practicable time.**

2.7 Ordering Unbundled Network Elements

2.7.1 Network elements are provided by SWBT to allow MCIm to combine such network elements to provide telecommunications service. MCIm is responsible for designating each network element being ordered from SWBT and how those network elements are to be combined. If

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multiple SWBT network elements are to be combined, MCIm must designate the order in which the elements are to be connected. If SWBT network elements are to be connected to another carrier's network element(s), MCIm must designate how SWBT network element(s) are to be connected (i.e., cross connected) to the network element(s) of the other telecommunications carrier. MCIm must designate the primary LSP when more than one LSP is purchasing SWBT unbundled loops and switched port, with the intent to combine.

2.7.2 MCIm shall request unbundled network elements from SWBT by delivering to SWBT a complete and accurate service request (Service Request) using a mutually agreed upon system. **Within forty-eight (48) hours of SWBT's receipt of a Service Request, SWBT shall provide MCIm the firm order commitment ("FOC") date according to the applicable Performance Interval Dates set forth in Attachment VIII of this Interconnection Agreement by which the unbundled network elements covered by such Service Request will be installed.**

2.7.3 MCIm will contact SWBT at least forty-eight (48) hours prior to the conversion due date and SWBT will provide a conversion date and time to MCIm for single end user orders of eight (8) or more unbundled loops (or a lower number of loops upon the Parties' agreement) or when conversion is requested outside the normal business day.

2.8 Pre-Ordering, Ordering, Provisioning, Maintaining and Billing of Network Elements

SWBT shall provide access to the Operations Support functionalities for pre-ordering, ordering, provisioning, maintenance and repair, and billing functions that relate to the Network Elements that are purchased hereunder. Access to such Operations Support Systems functionalities for these functions shall be as provided in Attachment VIII.

2.9 Changes in Providers

When converting the SWBT account to MCIm or between LSPs utilizing unbundled network elements, the conversion will be handled as a disconnect of the current account and a new connect of the unbundled network elements account.

2.10 Pricing

2.10.1 MCIm agrees to compensate SWBT for the unbundled elements at the rates contained in the Attachment I.

2.10.2 Special Requests

2.10.2.1 SWBT shall only be required to make available network elements at the rates specified herein where such network elements, including facilities and software necessary to provide such network elements, are available. **If SWBT can make available network elements through wholesale construction, SWBT shall do so if MCIm agrees to pay to SWBT any applicable wholesale construction charges.** Where facilities and equipment are not available to provide unbundled elements, MCIm may request facilities through the BFR process as described in Attachment XI.

2.10.2.2 If MCIm requests access to different or additional network elements or if MCIm requests modifications to existing network elements, or if MCIm requests a combination of network elements not already being provided by SWBT, SWBT will determine the price for such requests based on SWBT's costs (consistent with the Act, and with any effective rules or regulations of the Commission and the FCC) of such elements as described above and in Attachment XI.

2.10.2.3 To the extent not covered in the price calculated above, if MCIm requests or approves a SWBT technician to perform services in excess of or not otherwise contemplated by the line connection service on any size order, MCIm shall pay for any additional and reasonable work to perform such services, including requests for installation or conversion outside of normal working hours at the rates for Basic Time, Overtime, or Premium as the case may be. Basic Time is work related efforts of SWBT performed during normal working hours on a normal work day. Overtime is work related efforts of SWBT performed on a normal work day but outside of normal working hours. Premium Time is work related efforts of SWBT performed other than on a normal work day.

2.10.2.4 Rates and charges for wholesale construction are special quotations and will be based on estimated cost incurred by SWBT and may include: (1) one-time service charges; (2)

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recurring type charges; (3) termination liabilities; (4) or combination thereof. Wholesale construction rates are charged in addition to rates and charges for unbundled network elements. MCIm will be notified, in writing, of the wholesale construction charges and must provide written approval to SWBT, before work can begin. When the Wholesale Construction arrangement includes nonrecurring charges, the nonrecurring charges are to be included with MCIm's response, before work will begin. Wholesale construction is required when: (1) facilities and/or equipment are not available to meet a request for an unbundled element; (2) SWBT constructs facilities and/or provides equipment; and (3) one or more of the following conditions exist:

2.10.2.4.1 SWBT has no other requirement for the facilities and/or equipment constructed.

2.10.2.4.2 It is requested that service be furnished using a type of facility and/or equipment or via a route other than that which SWBT would normally utilize in furnishing the requested network element.

2.10.2.4.3 More facilities and/or equipment are requested than would normally be required to satisfy a request for an unbundled element.

2.10.2.4.4 Service and/or facilities and/or equipment are requested on an expedited basis in which SWBT incurs additional cost.

2.10.2.5 In addition to any other applicable charges under this section, if MCIm purchases unbundled Local Switching elements, all applicable access charges will apply.

2.10.3 Nonrecurring Charges

Until the Commission determines permanent rates for Unbundled Elements, the interim non-recurring charges provided by the Commission and shown in Attachment I shall be used and subject to Part A, section 1.2.

SWBT 2.10.3-1 Non-recurring charges for Unbundled Elements are shown in Attachment 1.

3. Standards for Network Elements

SWBT 3.0-1 Each Network Element provided by SWBT to MCIm will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself.

SWBT 3.0-2 MCIm will connect equipment and facilities that are compatible with the SWBT Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements.

3.1 Each Network Element shall be furnished at a service level equal to or better than the requirements set forth in the technical references referred to in the following, as well as any performance or other requirements identified herein. In the event Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference or a more recent version of such reference sets forth a different requirement, MCIm may elect, where technically feasible, that such standard shall apply.

3.2 If one or more of the requirements set forth in this Agreement are in conflict, MCIm shall elect which requirement shall apply.

3.3 Each Network Element provided by SWBT to MCIm shall be at least equal in the quality of design, performance, features, functions, capabilities and other characteristics, including, but not limited to, levels and types of redundant equipment and facilities for power, diversity and security, that SWBT provides to itself, SWBT's own subscribers, to a SWBT Affiliate or to any other entity.

3.3.1 SWBT shall provide to MCIm, upon request, engineering, design, performance and other network data sufficient for MCIm to determine that the requirements of this Section 3 are being met. In the event that such data indicates that the requirements of this Section 3 are not being met, SWBT shall, within ten (10) days, cure any design, performance or other deficiency and provide new data sufficient for MCIm to determine that such deficiencies have been

cured.

3.3.2 SWBT agrees to work cooperatively with MCIm to provide Network Elements that will meet MCIm's needs in providing services to its subscribers.

3.4 Unless otherwise requested by MCIm, each Network Element and the connections between Network Elements provided by SWBT to MCIm shall be made available to MCIm on a priority basis, at any technically feasible point, that is equal to or better than the priorities that SWBT provides to itself, SWBT's own subscribers, to a SWBT Affiliate or to any other entity.

4. Loop

This section sets forth the terms and conditions under which SWBT agrees to provide unbundled loops to MCIm.

4.1 Offering Description - General

4.1.1 Unbundled loops include cable or drop wiring, conduit, pole usage, network terminating wire and right-of-way to provide a communications path between SWBT's main distributing frame (MDF) or equivalent at a SWBT Central Office (CO) and the network interface device (NID) at an end user's premises. The NID at the end user's premises provides access to customer owned and maintained inside wire. SWBT generally uses its existing infrastructure facilities and equipment to provide unbundled loops.

4.1.2 SWBT shall offer four types of unbundled loops: 2-wire analog, **4-wire analog**, 2-wire digital or 4-wire digital. An unbundled loop provided under this Attachment III is dedicated to MCIm for its exclusive use. Unbundled loops may be provided by SWBT to MCIm over facilities shared by multiple telecommunications carriers and SWBT.

4.1.3 If MCIm requests one or more unbundled loops serviced by Integrated Digital Loop Carrier (IDLC) or Remote Switching Technology, SWBT will, where available, move the requested unbundled Loops(s) to a spare, existing physical or a universal digital loop carrier unbundled loop at no additional charge to MCIm. If, however, no spare unbundled loop is available, SWBT will within forty eight (48) hours, excluding weekends and holidays, of MCIm's request notify MCIm of the lack of available facilities. MCIm may request alternative arrangements through the

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Special Request process described in Section 2.10.2 above.

4.1.4 *SWBT shall provide access to the following sub-loop elements: (1) loop distribution plant; (2) loop concentrator/multiplexer; and (3) loop feeder. [Missouri Award, No. 5]*

4.1.5 Where SWBT uses Digital Loop Carrier (DLC) or Integrated Digital Loop Carrier (IDLC), MCIm may request unbundled distribution facilities between the remote terminal and the NID at the customer premises. **The unbundled distribution shall be capable of transmitting signals for two-wire and four-wire analog voice grade loops; and, two-wire and four-wire digital loops.**

4.1.6 Unbundled loops shall be provided by SWBT compatible with technical specifications contained in Appendix 1.

4.1.7 *SWBT shall not be required to make available for lease more than twenty-five percent (25%) of its dark fiber capacity in a particular feeder segment. The feeder available for lease must be allocated among the requesting CLECs on a first -come, first-served, basis, and distributed in a competitively neutral manner. If SWBT can demonstrate within a twelve (12) month period after the date of a dark fiber lease that MCIm is using the leased dark fiber capacity at a level of transmission less than the optical carrier OC-12 (622.08 million bits per second), SWBT may revoke the lease agreement with MCIm and provide MCIm a reasonable and sufficient alternative means of transporting the traffic. [Missouri Award No. 6]*

4.1.8 *MCIm may not, in a twenty-four(24) month period, lease more than twenty-five percent (25%) of SWBT's excess dark fiber capacity in a particular feeder segment. If SWBT can demonstrate within a twelve (12) month period after the date of a dark fiber lease that MCIm is using the leased dark fiber capacity at a level of transmission at a level less than OC-12 (622.08 million bits per second), SWBT may revoke the agreement with MCIm and provide MCIm with a reasonable and sufficient alternative means of transporting traffic. [Missouri Award No. 6]*

4.1.9 *SWBT must offer its dark fiber to MCIm, but may offer it pursuant to agreements that would permit revocation of MCIm's right to use the dark fiber upon twelve (12) months' notice by SWBT. To exercise its right of revocation, SWBT must demonstrate that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the*

bandwidth requirements of another LSP.[Missouri Award No. 6]

SWBT 4.2.9-1 SWBT should offer dark fiber in the dedicated interoffice transport segment of the network as an unbundled element under the following conditions: SWBT must offer its dark fiber to MCIm, but may offer it pursuant to agreements that would permit revocation of MCIm's right to use the dark fiber upon twelve (12) months' notice by SWBT. To exercise its right of revocation, SWBT must demonstrate that the subject dark fiber is needed to meet SWBT's bandwidth requirements or the bandwidth requirements of another LSP.[Missouri Award No. 6]

4.2 Service Provisioning

4.2.1 SWBT shall provide to MCIm, upon reasonable notice and to the extent technically feasible, unbundled loops and unbundled subloop elements offered in this Agreement **at the specified rates and charges**, to the extent that facilities and equipment for such unbundled loops and unbundled sub-loop elements are **or can be made available with reasonable effort** on terms and conditions no less favorable to MCIm than those provided to itself or any other party.

SWBT 4.3.1-1 SWBT shall provide to MCIm, upon reasonable notice and to the extent technically feasible, unbundled loops and unbundled subloop elements offered in this Agreement, to the extent that facilities and equipment for such unbundled loops and unbundled sub-loop elements are available.

4.2.2 In the event that SWBT cannot fulfill MCIm's request for unbundled loops and unbundled subloop elements with existing facilities and equipment or the request is not consistent with this Section **and technical references** contained herein, SWBT may provide alternative designs to MCIm.

4.2.3 Unbundled loops are provided under this Section over such routes, technologies, and facilities as SWBT may elect at its own discretion. If MCIm requests special facilities, equipment or routing of unbundled loops, SWBT shall respond to such requests **under the procedures for Wholesale Construction, or under the procedures detailed in Attachment XI - Network Element Bona Fide Request (BFR), as appropriate.**

4.2.4 Except as provided for equipment and systems subject to F.C.C. Part 68 Regulation at 47 C.F.R. Section 68.110(b), SWBT may, where

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such action is reasonably required in the operation of its business:

4.2.4.1 Substitute, change or rearrange any facilities used in providing service under this Section, including but not limited to:

4.2.4.1.1 a substitution of carrier or derived facilities for metallic facilities;

4.2.4.1.2 substitution of different metallic facilities, used to provide other than metallic facilities; and

4.2.4.1.3 substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities;

4.2.4.2 Change the minimum criteria SWBT sets for protection of SWBT's network;

4.2.4.3 Change operating or maintenance characteristics of facilities; or

4.2.4.4 Change operations or procedures of SWBT.

4.2.5 If SWBT makes such substitution, change or rearrangement as described in 4.3.4 preceding, the facility parameters shall remain within the range as set forth in SWBT's **specifically identified technical publications in Appendix 1**. If such substitution, change or rearrangement affects the operating characteristics of the facility, SWBT shall provide reasonable notification to MCI in writing to allow for a reasonable time for any redesign and implementation required of MCI due to the change in operating characteristics. Reasonable notification procedures shall be negotiated by SWBT and MCI.

4.2.6 SWBT shall provide MCI reasonable notification of operation-affecting activities that may occur in normal operation of SWBT's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual MCI-specific, but affect many operations. No specific advance notification period is applicable to all such activities. Reasonable notification procedures shall be negotiated by SWBT and

MCIm.

4.2.7 SWBT and MCIm shall negotiate to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

4.2.8 Unbundled loops and unbundled subloop elements are provided to MCIm only if MCIm has the consent of the end user to whose premises the elements are terminated. If the end user disconnects MCIm's service over that loop, or causes such service to be disconnected, the loops shall be available to SWBT for future provisioning needs of SWBT or other LSPs, **provided the end user has satisfied all financial obligations to MCIm**. MCIm shall relinquish control of an unbundled loop concurrent with the disconnection of an MCIm's end user's service.

4.2.9 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

4.3 Obligations of MCIm

4.3.1 Subject to the provisions set forth above, MCIm shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of SWBT, minimum network protection criteria, operating or maintenance characteristics of the facilities.

4.3.2 MCIm shall only connect equipment and/or systems (i.e., termination equipment, multiline terminating systems and communications systems) with unbundled loops and unbundled subloop elements, **where such connection is made in accordance with the provisions specified in Appendix I**.

4.3.3 All signals for transmission over unbundled loops and unbundled subloop elements provided under this Section shall be delivered by MCIm balanced to ground except for ground start signaling.

4.3.4 MCIm may advise its end users that the unbundled loop facility and unbundled subloop elements are provided by SWBT in connection with the service MCIm furnishes to its end users. However, MCIm shall not represent that SWBT jointly participates in MCIm's provision of services.

4.4 Unbundled Loop Provisioning

4.4.1 Each unbundled loop and unbundled subloop element type is only provided consistent with the characteristics of that loop type. SWBT does not warrant the performance of any signal applied to a loop that is not supported for that loop type. For example, a digital signal might not be properly transmitted on an analog loop. MCIm shall not transmit any signal on a loop which would cause any network interference.

4.4.2 MCIm shall order unbundled loops only in conjunction with a request for the appropriate cross connect.

4.4.3 SWBT shall only provide 5 dB conditioning on a 2-wire analog loop. Any other conditioning request shall be made pursuant to a BFR as described in Attachment XI.

4.4.4 MCIm shall order unbundled loops under the order provisions set forth in Attachment VIII.

4.5 Acceptance Testing

4.5.1 At MCIm's request, SWBT shall, at no additional charge, cooperatively test and provide test results for the following parameters at the time of installation:

4.5.1.1 For unbundled analog loops, the acceptance test will include tests for loss, 3-tone slope, DC continuity, operational signaling, C-notched noise, and C-message noise when these parameters are applicable and specified in the order for service.

4.5.1.2 For digital unbundled loops, acceptance tests will include tests applicable to the service as specified in the appropriate Technical Reference.

4.5.1.3 For unbundled subloop elements the acceptance test is yet to be developed. SWBT and MCIm agree to work cooperatively to develop such a test.

4.5.2 In addition to the above tests, additional Cooperative Acceptance Testing shall be available as shall be negotiated between the Parties.

4.6 Design Layout Report

At the request of MCIm, SWBT shall provide information on the facilities used under this Section to provide designed unbundled loops. This information shall be provided by SWBT in the form of a Design Layout Report (DLR). The DLR shall be provided to MCIm by SWBT at no charge, and shall be reissued or updated whenever the facilities are materially changed.

4.7 Application of Rates

This Section governs the rates and charges that are applicable to unbundled loops and subloop elements. MCIm will pay SWBT for unbundled loops and unbundled subloop elements at the rates contained in Attachment 1.

4.7.1 Unbundled Loop Rate Elements

4.7.1.1 There are seven basic rate categories of rate elements applicable to unbundled loops and subloop elements. These rate categories are:

4.7.1.1.1 Loops;

4.7.1.1.2 Cross Connects;

4.7.1.1.3 Conditioning;

4.7.1.1.4 Special Requests;

4.7.1.1.5 Distribution;

4.7.1.1.6 Feeder;

4.7.1.1.7 Multiplexing.

4.7.2 Loops

4.7.2.1 Five unbundled loop types are available as follows:

4.7.2.1.1 2-wire analog;

4.7.2.1.2 4-wire analog;

4.7.2.1.3 2-wire digital 160Kbps;

4.7.2.1.4 4-wire digital 1.544 Mbps;

4.7.2.1.5 Dark Fiber.

4.7.2.2 SWBT only provides each of the five loop types with specific:

4.7.2.2.1 Transmission specifications;

4.7.2.2.2 Bandwidth;

4.7.2.2.3 Speed (i.e., bit rate);

4.7.2.2.4 Spectrum.

4.7.2.3 MCIm shall pay one loop charge per loop terminated at a premises.

4.7.3 Cross Connects

SWBT shall offer the cross-connect as a separate unbundled element, available with and without testing equipment. [Missouri Award No. 4]

MCIm shall pay for a cross connect element to connect the loop element to other unbundled network elements or collocation equipment. SWBT offers a choice of five types of cross connects with each unbundled loop type. The applicable cross connects are as follows:

4.7.3.1 Cross connect to DCS;

4.7.3.2 Cross connect to MUX;

4.7.3.3 Cross connect to Cage;

4.7.3.4 Cross connect to Switch Port;

4.7.3.5 Cross Connect to another Loop.

4.7.4 Conditioning

MCIm shall pay for conditioning option charges on a per unbundled loop basis. SWBT shall offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available. Any other conditioning requests shall be made pursuant to a BFR as described in Attachment XI.

4.7.5 Feeder

MCIm shall pay for Feeder on a per unbundled Feeder basis. The applicable Feeder types are Dark Fiber and 4-Wire Copper.

4.7.6 Multiplexing

MCIm shall pay for multiplexing on a multiplexer basis. The applicable multiplexing types are DS0/DS1 and DS1/DS3.

4.7.7 Distribution

MCIm shall pay a monthly recurring rate each month or fraction thereof for each unbundled loop or unbundled subloop element distribution as provided in Attachment I.

4.8 Unbundled Loop And Sub-Loop-Element Minimum Periods

The minimum service period for all unbundled loops and unbundled subloop elements is one month. The minimum service period for unbundled loop types and unbundled subloop elements provided under a special request may be longer.

4.9 Descriptions

4.9.1 The 2-wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

4.9.2 The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

4.9.3 The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports

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usable bandwidth up to 160 Kbps.

4.9.4 The 4-Wire digital loop 1.544 Mbps loop will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

4.9.5 Dark Fiber will support optical transmission.

4.10 SWBT will continue to monitor development of industry standards and testing of 2-wire HDSL and all types of ADSL by LECs, and will continue its testing of these technologies in its network.

4.10.1 Within six (6) months of the entry of a final decision or contract in this matter, SWBT will submit a report to MCIm of the status of its testing and monitoring under 4.11. SWBT will also provide its best estimate of the date each type loop capability will be made available and the specific reason the capability cannot or should not be made immediately available.

5. NID (Network Interface Device)

This Section sets forth the terms and conditions under which SWBT agrees to provide access to SWBT's Network Interface Device (NID) to make attachments to an end user's inside wire.

5.1 Definitions

5.1.1 Network Interface Device (NID): The NID is a physical piece of equipment (jack, block or other device) that provides the point of demarcation between an end user's inside wiring and SWBT's loop facilities at the end user's premises. The NID is the point where SWBT's loop facilities and network responsibilities terminate and an end user's responsibilities begin.

5.1.2 700 Series Connecting Blocks: The 700 series connecting block provides a 25 pair (50 pin) NID equipped with an amphenol jack that enables end user connection by mating a connectorized cable to the amphenol jack.

5.1.3 66 Series Connecting Blocks: The 66 series connecting block provides a cross-connect NID between SWBT's network and an end user

inside wire. These connecting blocks may or may not have the pins split separating its left side from its right side.

5.2 NID Locations

SWBT has installed and shall install the NID according to the following guidelines:

5.2.1 Single Unit Installation:

5.2.1.1 Residential: In single unit, single family residential installations the preferred placement location of SWBT's NID is on an outside wall of the residence. A secondary location for placement of the NID is just inside of the residence either in a cellar, basement, garage or crawl space. In some residences, the first connecting block appearance within the residence serves as the NID.

5.2.1.2 Business: In single unit, one and two line business installations the preferred placement of the NID is in an outside wall of the business. A secondary location for placement of the NID is just inside of the business either in an equipment cabinet, equipment closet or designated equipment room. In some business locations, the first connecting block appearance within the business serves as the NID.

5.2.2 Multiunit Installations:

5.2.2.1 Residential: In multiunit residential installations, such as apartments, the NID is generally the first connecting block appearance within each apartment.

5.2.2.2 Business: In multiunit business installations, such as shopping centers, campus environments and multistory buildings, the NID is generally located at a designated equipment space within each business.

5.2.2.3 *For large businesses and apartment buildings where the customer's inside wiring is easily accessible outside SWBT's NID, MCIm should provide its own NID and connect directly to the customer's inside wiring. [Missouri Award No. 7]*

5.3 Responsibilities of the Parties for Conditions of Access And Attachment To SWBT's NID

5.3.1 When MCIIm accesses and attaches to SWBT's NID, MCIIm shall abide by the following restrictions:

5.3.1.1 MCIIm shall provide its own NID, installed separate from SWBT's protector and ground, except:

5.3.1.1.1 For single-unit and small business locations, MCIIm shall be allowed direct connections to SWBT's NID where spare slots are available. Where spare slots are not available on single-unit and small business location SWBT NIDs, MCIIm may make a NID to NID interconnection as permitted by the FCC and offered by SWBT; [Missouri Award No. 7]

5.3.1.1.2 For businesses and apartment locations where the customer's wiring is not accessible outside of the SWBT NID, SWBT shall rearrange its NID to allow MCIIm access to the inside wiring; [Missouri Award No. 7] or

5.3.1.1.3 as described in Sections 5.3.2.1 and 5.3.2.2 following.

5.3.1.2 MCIIm shall provide its own network loop to MCIIm's NID, or to SWBT's NID as described in Sections 5.3.2.3 and 5.3.2.5 following.

5.3.1.3 MCIIm shall use proper tools when accessing or working with SWBT's NID enclosure and equipment to avoid damage to the NID.

5.3.1.4 MCIIm shall not attach to or disconnect SWBT's ground.

5.3.1.5 MCIIm shall not cut or disconnect SWBT's loop from its protector.

5.3.1.6 MCIIm shall not cut any other leads in the NID.

5.3.1.7 MCIIm shall protect all disconnected leads with plastic

sleeves and shall store them within the NID enclosure.

5.3.1.8 MCIm shall tighten all screws or lugs loosened by MCIm in the NID's enclosure and replace all protective covers.

5.3.2 In addition, MCIm shall utilize the following procedures depending upon the type of NID equipment enclosure:

5.3.2.1 Outside NID Enclosure Equipped with Minimodular Jack NID:

5.3.2.1.1 If an end user's inside wire is not long enough to connect from SWBT's minimodular jack to MCIm's NID, MCIm shall disconnect SWBT's minimodular jack (not SWBT's loop) by removing the spade tip leads of the minimodular jack from SWBT's protector and MCIm shall retighten all protector lugs.

5.3.2.1.2 2 MCIm shall ensure that SWBT's network and ground is still terminated to SWBT's protector.

5.3.2.1.3 MCIm shall install a jumper from its own NID and terminate its jumper on screw down connectors located on the back of the minimodular jack within SWBT's NID enclosure.

5.3.2.2 Outside NID Enclosures Not Equipped with Minimodular Jack NID:

5.3.2.2.1 If an end user's inside wire is not long enough to connect from SWBT's outside NID enclosure to MCIm's NID, MCIm shall disconnect only the inside wire (not SWBT's loop) from SWBT's protector.

5.3.2.2.2 MCIm shall ensure that SWBT's network and ground is still terminated to SWBT's protector.

5.3.2.2.3 MCIm shall place a jumper from its own NID and directly connect its jumper to the end user's inside wire.

5.3.2.3 Wall NID Enclosures Equipped with Minimodular Jack

NID:

5.3.2.3.1 MCIm may utilize SWBT's existing NID enclosure and NID when the NID enclosure is installed within the wall or installed on a wall for the purpose of serving a wall telephone.

5.3.2.3.2 MCIm shall disconnect SWBT's loop from the wall NID by removing the leads of SWBT's loop from the minimodular jack (not from SWBT's protector). These leads shall be protected by MCIm with plastic sleeves and stored within the NID enclosure.

5.3.2.4 Inside NID Enclosure Equipped with Minimodular Jack NIDs where space is available for MCIm to install its own NID:

5.3.2.4.1 MCIm shall disconnect SWBT's loop from SWBT's NID (not from SWBT's protector) by removing the leads of SWBT's loop from the minimodular jack's screw-down or punch-down terminals.

5.3.2.4.2 MCIm shall then run a jumper from its own NID to SWBT's NID and terminate its jumper on the NID terminals.

5.3.2.5 Inside NID Enclosure Equipped with Minimodular Jack NIDs where space is not available for a MCIm to install its own NID:

5.3.2.5.1 MCIm may utilize SWBT's existing inside NID enclosure and minimodular jack NID only when an existing NID enclosure is in area where there is not enough space available for MCIm to install its own NID.

5.3.2.5.2 MCIm shall disconnect SWBT's loop from its NID (not from SWBT's protector) by removing the leads of SWBT's loop from the jack's screw-down terminals or punch-down terminals.

5.3.2.6 700 Series Connecting Blocks:

5.3.2.6.1 MCIm shall not make direct attachment to SWBT's existing 700 series connecting block NID.

5.3.2.6.2 MCIm shall place its own auxiliary jack on the end user's side of SWBT's NID.

5.3.2.6.3 MCIm shall not disconnect the amphenol connector from SWBT's NID.

5.3.2.6.4 MCIm shall disconnect SWBT's loop from the end user's inside wire by removal of the specific bridging clips (2 per line) located on SWBT's 700 series connecting block NID that connects SWBT's loop through to the end user's line. All other bridging clips shall remain undisturbed by MCIm.

5.3.2.7 66 Series Connecting Blocks:

5.3.2.7.1 MCIm shall not make direct attachment to SWBT's existing 66 series connecting block NID.

5.3.2.7.2 If the 66 series connecting block has its left side and right side pins split, MCIm shall separate SWBT's network from an end user's inside wiring by removal of the specific bridging clips (2 per line) located on SWBT's 66 series connecting block NID that connects SWBT's loop through to the end user's inside wire. All other bridging clips shall remain undisturbed by MCIm.

5.3.2.7.3 If the pins of SWBT's 66 series connecting block are not split, MCIm shall disconnect the jumper connecting an end user's inside wiring from the 66 series connecting block and shall connect its jumper directly to the end user's inside wire.

5.4 Rates and Charges

MCIm shall pay for the activities or elements listed below if performed by a SWBT technician; rates are specified in Attachment I.

5.4.1 Disconnect SWBT loop from inside wiring:

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- Charge per NID

5.4.2 Rearrange or replace SWBT's NID requires that a service order is issued by SWBT:

- Time and Materials per NID

5.4.3 Repair:

- Maintenance of Service Charge (MSC)

■ Time and Materials per NID

6. Local Switching

This Section sets forth the specific terms and conditions under which SWBT will provide unbundled local switching capability.

6.1 Definition:

6.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. The desired connection path for each call type will vary by subscriber and will be specified by MCIm as a routing scenario that will be implemented in advance as part of or after the purchases of the unbundled local switching. Such functionality shall include all of the features, functions, and capabilities that the underlying SWBT switch that is providing such Local Switching function is capable of providing, including but not limited to, line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex-like services, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g., long distance carrier, intraLATA toll), Carrier Identification Code (CIC), portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator

services, directory services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. Local Switching shall also be capable of routing local, intraLATA, interLATA, and international calls to a subscriber's preferred carrier, call features (e.g., call forwarding) and Centrex capabilities.

6.1.2 Local Switching, including the ability to route to MCIm's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Common Transport, and Dedicated Transport.

6.2 Technical Requirements

6.2.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).

6.2.1.1 SWBT shall route calls to the appropriate trunk(s) or line(s) for call origination or termination.

6.2.1.2 SWBT shall route calls on a per line or per screening class basis to: (1) SWBT platforms providing Network Elements or additional requirements; (2) MCIm designated platforms as designated in Appendix Customized Routing, or (3) third-party platforms as designated in Appendix Customized Routing.

6.2.1.3 SWBT shall provide, to MCIm subscribers, unbranded recorded announcements and call progress tones in a manner SWBT provides such tone and announcements to alert SWBT's own subscribers of call progress and disposition.

6.2.1.4 SWBT shall change a subscriber from SWBT's services to MCIm's services without loss of feature functionality, unless expressly agreed otherwise by MCIm.

6.2.1.5 SWBT shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a schedule agreed to by the Parties.

6.2.1.6 SWBT shall repair and restore any equipment or any

other maintainable component that may adversely impact MCI's use of unbundled Local Switching.

6.2.1.7 SWBT shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any LSP.

6.2.1.8 SWBT shall perform, on MCI's behalf, manual call trace and permit subscriber originated call trace in the same manner SWBT provides for its own retail subscribers.

6.2.1.9 SWBT shall record **billable events** involving usage of the element and send the appropriate recording data to MCI as outlined in Attachment VIII.

6.2.1.10 Where SWBT provides E911 service using Local Switching, SWBT shall allow interconnection from MCI local switching elements and SWBT shall route the calls in accordance with Section 7 of Attachment VIII.

6.2.1.11 Where SWBT provides the following special services, it shall provide to MCI:

6.2.1.11.1 Essential Service Lines;

6.2.1.11.2 Telephone Service Prioritization;

6.2.1.11.3 Related services for handicapped;

6.2.1.11.4 Any other service required by law or regulation.

6.2.1.12 SWBT shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPs). In the event that Local Switching is provided out of a switch without SS7 capability, the Tandem shall provide this capability as discussed in the section on Tandem Switching. **These capabilities shall adhere to Bellcore specifications TCAP (GR-1432-**

CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

6.2.1.13 Where available, SWBT shall provide interfaces to MCIm adjuncts through industry standard and Bellcore interfaces. These adjuncts can include, but are not limited to, Service Node, Service Circuit Node, Voice Mail and Automatic Call Distributors. Examples of existing interfaces are ANSI ISDN standards Q.931 and Q.932. SWBT shall direct incoming calls from MCIm subscribers to the MCIm system or adjunct based upon presubscribed arrangements. In addition, SWBT shall provide a standard Message Desk Interface-Enhanced (SMDIE) interface to the MCIm system. SWBT shall support the interswitch Voice Messaging Services capability.

6.2.1.14 At MCIm's request, SWBT must: (1) maintain data that compares the installation intervals and maintenance/service response times experienced by MCIm's subscribers to those experienced by SWBT subscribers and the subscribers of other LSPs; and (2) provide the comparative data to MCIm on a regular basis. If MCIm requests comparative data from SWBT in its interconnection agreement. MCIm must make a reasonable effort to define the specific data that it seeks to receive from SWBT. SWBT shall not level a separate charge for provision of the requested information to MCIm.

6.2.1.15 SWBT shall provide performance data regarding a subscriber line, traffic characteristics or other measurable elements to MCIm, upon MCIm's request.

6.2.1.16 SWBT shall offer all Local Switching features that are technically feasible and provide feature offerings at parity to those provided by SWBT to itself or any other party. Such feature offerings shall include but are not limited to:

6.2.1.16.1 Basic and primary rate ISDN;

6.2.1.16.2 Residential features;

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6.2.1.16.3 Custom Local Area Signaling Services (CLASS/LASS);

6.2.1.16.4 Custom Calling Features;

6.2.1.16.5 Centrex and Centrex-like features (including equivalent administrative capabilities, such as subscriber accessible reconfiguration and detailed message recording); and

6.2.1.16.6 Advanced intelligent network triggers supporting MCIm, and SWBT service applications, in SWBT's SCPs as described in Section 13.10 of this Attachment III.

6.2.1.17 SWBT shall assign each MCIm subscriber line the class of service designated by MCIm (e.g., using line class codes or other switch specific provisioning methods). This includes each of the following call types:

6.2.1.17.1 0+/0- calls

6.2.1.17.2 911 calls

6.2.1.17.3 411/DA calls

6.2.1.17.4 InterLATA calls specific to PIC or regardless of PIC

6.2.1.17.5 IntraLATA calls specific to PIC or regardless of PIC

6.2.1.17.6 800/888 calls, prior to database query

6.2.1.17.7 Call forwarding of any type supported on the switch, to a line or a trunk

6.2.1.17.8 Any other customized routing that may be supported by the SWBT switch

6.2.1.18 SWBT shall assign each MCIm subscriber line the